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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PUTU, LLC, Plaintiff, vs. LA DI DA INC., Defendant.	Case No.: Judge: **COMPLAINT** 13 CV 8862 **JURY TRIAL DEMANDED** JUDGE CASTEL

Plaintiff Putu, LLC ("Putu") as and for its complaint against Defendant LA DI DA Inc., doing business as me.n.u. ("me.n.u.") alleges the following:

NATURE OF THE ACTION

1. This is a suit for copyright infringement pursuant to 17 U.S.C. § 501; unfair competition, trade dress infringement, and false designation of origin pursuant to 15 U.S.C. § 1125(a); trade dress infringement pursuant to N.Y. Gen. Bus. Law § 360-k, unfair competition and deceptive business practices pursuant to N.Y. Gen. Bus. Law § 349.

2. Defendant me.n.u. infringed Plaintiff Putu's copyrights in artwork that it applies to specialty hand bags it sells using its federally registered trademark LOLO, including, clutches, purses, cosmetic bags, travel bags, wallets, wristlets and other bags and accessory items (hereinafter "LOLO Products") by copying the artwork and then selling products with the knock off artwork via Defendant's retail outlets, in violation of 17 U.S.C. § 501.

3. Defendant me.n.u. also infringed Plaintiff Putu's distinctive trade dress that it uses in connection with its LOLO Products by reproducing every critical aspect of Putu's trade dress in its me.n.u. products and then selling the infringing products via Defendant's retail outlets, in violation of 15 U.S.C. § 1125(a). The aesthetic designs of me.n.u.'s infringing products are so

similar, indeed virtually identical, that it is apparent that me.n.u. has copied Putu's trade dress in bad faith, maliciously and willfully.

4. Plaintiff has been harmed by Defendant's infringement of its copyrights and trade dress, deceptive business practices, and unfair competition and seeks injunctive and monetary relief from this Court.

PARTIES

5. Putu LLC is a limited liability company organized and existing under the laws of Delaware with its principal place of business at 11 Forest Street, New Canaan, CT, 06480.

6. LA DI DA Inc., doing business as me.n.u., is a New York corporation with its corporate address at 292 Madison Avenue, 24th Floor, New York, New York, 10017 and principal place of business located at 1042 Lexington Ave New York, 10021.

JURISDICTION AND VENUE

7. This action is for (1) copyright infringement pursuant to 17 U.S.C. § 501; (2) trade dress infringement pursuant to 15 U.S.C. § 1125(a); (3) unfair competition and false designation of origin pursuant to 15 U.S.C. § 1125(a); (4) trade dress infringement pursuant to N.Y. Gen. Bus. Law § 360-k; (5) unfair competition and deceptive business practices pursuant to N.Y. Gen. Bus. Law § 349; and (6) unfair competition pursuant to New York common law.

8. This Court has original and exclusive jurisdiction over this matter under 28 U.S.C. § 1338 as it involves claims arising under federal copyright law. This Court has supplemental jurisdiction over the asserted claims of trade dress infringement, unfair competition, and deceptive business practices pursuant to 28 U.S.C. § 1367(a), because such claims are so related to those claims under which the Court has jurisdiction that they form part of the same case and controversy under Article III of the United States Constitution.

9. Alternatively, this Court has jurisdiction over this matter in controversy because the parties are citizens of different states and the amount in controversy is in excess of $75,000 exclusive of interest and costs, pursuant to 28 U.S.C. § 1332.

10. This Court has personal jurisdiction over the Defendant. Defendant is a corporate entity based in New York and, upon information and belief, incorporated under the laws of New York. Defendant should therefore anticipate being haled into court in this state and District.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

A. Putu's Products

12. Plaintiff is the owner and manufacturer of LOLO Products, including specialty hand bags, clutches, purses, cosmetic bags, travel bags, wallets, wristlets and other bags and accessory items.

13. Plaintiff owns U.S. Registration No. 4252940 for the trademark LOLO registered on December 4, 2012. A copy of the certificate of this registration is attached as Exhibit A.

14. Plaintiff's LOLO Products are sold through a wide variety of channels, including but not limited to Plaintiff's independent store in Rhode Island, as well as in more than 1000 retail partners including boutiques, hotels and department stores in the U.S., Caribbean, and Canada, such as Nordstrom, Bloomingdales, Ritz-Carlton, Clyde's On Madison, Olive and Bettes, Stanley Korshak, and Monograms Off Madison, as well as through its website www.lolobag.com.

15. The LOLO Brand is known for its distinctive and creative silhouette design used in connection with its brightly colored vinyl products. See the accompanying photo for

examples of LOLO Products.

Example of Plaintiff's LOLO Products

16. LOLO Products have several, non-functional, inherently distinctive trade dress features, including, as seen in the photographs below, the following key elements: single-color, silhouette image vinyl appliqué visibly stitched on to the surface of a contrasting colored product; engraving of the LOLO trademark on rectangular zipper pulls; rounded and tucked seams; vinyl lip covering the zipper box and pin on all top-zipping products; embossed LOLO trademark on surface of the product; oval-shaped grommet and buckle on luggage tag products (hereinafter "LOLO Trade Dress" and/or "Trade Dress"). Additional examples of LOLO Products demonstrating the elements of LOLO Trade Dress are attached as Exhibit B.

17. Plaintiff's designers create original artwork for use as appliqué designs on LOLO Products.

18. Plaintiff has copyright registration for certain artwork used as designs for appliqués on the Spring 2013 Collection, with the United States Copyright Office effective as of March 4, 2013 (Registration No. VA 1-860-418) (hereinafter LOLO Copyrighted Artwork).

The Registration certificate for the LOLO Copyrighted Artwork is attached as Exhibit C and incorporated by reference.

19. The Spring 2013 Collection included the following LOLO Copyrighted Artwork:

Alligator no eyes
Bird China
Cow skull
Fish China
Golfer China
Lobster 2 China
Mantaray
Maple Leaf
Martini China
Octopus China
Old Phone
Palm Tree
Paw China
Peace China
Pelican
Pineapple
Plane China
Pot Leaf
Pug
Puzzle
Question Mark
Rubber Ducky
Sailboat
Scorpion
Seahorse China
Shark China 2
Shark China
Skull China
Snowboard
Snowboot
Snowflake
Squirrel
Star China
Starfish stylized
Surf
Texas
Treefrog
Vespa 2
Whale China
WTF
YC Burgy
Bikini2
Bird on Branch-1
Boat wheel (1)
Boot
Buddha China
Cadillac
Car (1)
Cat 3
Chevron 2 lines
Clover China
Cocktail with umbrella2
Coral
Crab China
Crow 2
Crown
Currency
Dachshund China
Deer Antlers
Double Black Diamond
Eifel
Elephant
Elephant trunk upcurl
Exclamation point 2
Fluer de lis
Genie bottle with smoke
Golf ball and tee
Gummy bear
Gun China
Heart China
Heart with arrow
Hippo China
Horse China
Horseshoe copy
Ice cream
Ice skate
Key 2
Lab
Lightning bolt
Maltese Cross
China
Mermaid
Monkey-REV
Moose
Mountain-1
New Scottie
NYC
Treefrog
BFF
LOL
OMG

20. As a result of Plaintiff's substantial effort and involvement and the success of Plaintiff's products under the LOLO Trade Dress featuring the LOLO Copyrighted Artwork, Plaintiff's LOLO Trade Dress, used across over 500 products, has become instantly recognizable to the relevant consuming public as a symbol exclusively differentiating Plaintiff from the rest of the market and signaling the high quality of its products.

21. The LOLO Trade Dress and LOLO Copyrighted Artwork are tremendously valuable and are the core assets of Plaintiff.

B. Me.n.u.'s Copying of the LOLO Products

22. Me.n.u. is a retailer of custom designed clothing and casual wear for young kids and teenagers with two stores in New York, one in Manhattan, located at 1042 Lexington Ave, New York, 10021, and one in Long Island, located at 430 Wheatley Plaza, Greenvale NY, 11548.

23. In addition to its two retail stores, me.n.u. also sells merchandise through its website http://www.me-n-u.com/.

24. In August 2012, me.n.u. ordered LOLO Products from Plaintiff after seeing the products displayed at a trade show held in New York City. The invoice for this purchase order is attached as Exhibit D; with the items for which the Plaintiff has specific knowledge of being copied highlighted in the invoice.

25. The LOLO Products that me.n.u. ordered were shipped to me.n.u. on September 1, 2012 at its Manhattan retail store location.

26. On September 26, 2012, me.n.u. made a subsequent order for LOLO Products that were shipped to its Manhattan store. The invoice for this purchase order is attached as Exhibit E with the items for which the Plaintiff has specific knowledge of being copied highlighted in the invoice.

27. On or around December 1, 2012, Plaintiff notified defendant that such sales could not continue in me.n.u.'s Manhattan store due to the proximity to another New York City retailer of LOLO Products.

28. On December 10, 2012, and March 20, 2013, me.n.u. made subsequent orders

for LOLO Products that were shipped to its Long Island store. After the March 20, 2013 order, me.n.u. did not place any additional orders for LOLO Products. The invoices for these purchase orders are attached as Exhibits F and G, with the items for which the Plaintiff has specific knowledge of being copied highlighted in the invoices.

29. Recently, Plaintiff discovered that me.n.u. began the manufacture, distribution, sale, offering for sale and advertising of its "me.n.u. bags" (the "Infringing Products"), which are identical in aesthetic design to the LOLO Trade Dress, using each and every one of the aforementioned details in its design.

30. As seen below, a side by side comparison of a sample of LOLO Products exhibiting the LOLO Trade Dress (below left) and me.n.u.'s Infringing Products (below right) clearly show a near-identical copy of the LOLO Trade Dress. Additional photographs of the me.n.u. items corresponding to the LOLO Trade Dress are attached hereto as Exhibit H.

LOLO Bag with Copyrighted Heart Artwork	me.n.u. Infringing Bag with Heart

LOLO Pencil Case with Copyrighted Heart Artwork	me.n.u. Infringing Pencil Case with Heart

LOLO Pencil Case with Copyrighted Horseshoe Artwork	me.n.u. Infringing Pencil Case with Horseshoe

LOLO Case with Copyrighted Question Mark Artwork	me.n.u. Infringing Pencil Case with Question Mark

LOLO Luggage Tag with Copyrighted Skull Artwork	me.n.u. Luggage Tag with Skull

31. One of Plaintiff's customers informed Plaintiff that when she visited the me.n.u. NYC store she saw bags so similar to the LOLO Products that she assumed Plaintiff had created a "private label" collection for Defendant. In other words, because Defendant's Infringing Products so closely resembled Plaintiff's LOLO Products, the customer believed that Plaintiff had manufactured the items for Defendant to offer under the me.n.u. brand.

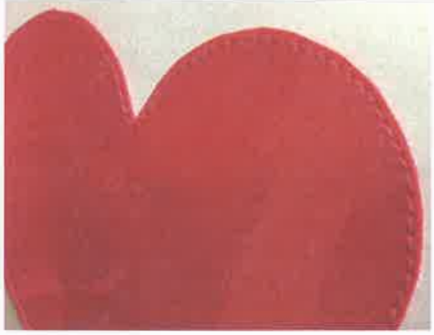
32. Plaintiff has no such "private label" arrangement with Defendant and was shocked to find copies of its LOLO Products in the me.n.u. retail store.

33. Upon information and belief, me.n.u. had access to, and copied, the LOLO Trade Dress in knocking off and selling the Infringing Products, examples of which are pictured above and in Exhibit H.

34. Upon information and belief, me.n.u. copied the LOLO Products by producing its bags in China, which is well-known for its blatant copying activities, especially its copying of products made in the U.S.

35. As seen in the accompanying chart, me.n.u.'s Infringing Product Trade Dress is

nearly identical to and is a colorable imitation of Plaintiff's unique, distinctive LOLO Trade Dress. The similarities include: single-color, silhouette image vinyl appliqué visibly stitched on to the surface of a contrasting colored product; engraving of the trademark on rectangular zipper pulls; rounded and tucked bottom seams; vinyl lip covering the zipper box and pin on all top-zipping products; embossed trademark on surface of the product; and oval-shaped grommet and buckle on luggage tag products (hereinafter Infringing Product Trade Dress).

Trade Dress Detail	LOLO Product	Me.n.u. Infringing Product
engraving of the trademark on rectangular zipper pulls		
vinyl lip covering the zipper box and pin on all top-zipping products		
single-color, silhouette image vinyl appliqué visibly stitched on to the surface of a contrasting colored product		

rounded and tucked bottom seams		
oval-shaped grommet and buckle on luggage tag products;		
embossed trademark on surface of the product		

36. Me.n.u. even copied the errors found on certain LOLO collection items. For example, as pictured below, Plaintiff mistakenly omitted a line for STATE on the LOLO luggage tag insert card. The me.n.u knockoff luggage tag also omits STATE from the tag. The only logical explanation for such an oversight on a substantially similar, if not identical, product is that me.n.u used the LOLO luggage tag as the template to create an identical knockoff product.

Name:
Street:
City:
Zip Code:
Country:
Phone:
LL16
Name:
Street:
Zip Code:
Country:

LOLO luggage tag pictured at top; me.n.u. infringing luggage tag pictured below

37. Confusion in the marketplace is evident to Plaintiff, as retail customers and end users have encountered the Infringing Products under the belief that the items were LOLO Products.

38. Plaintiff, by and through legal counsel, caused a written cease and desist letter and notice of infringement to be served upon me.n.u. Me.n.u. responded through its counsel and Plaintiff was informed that the Infringing Products were manufactured by me.n.u.

39. Plaintiff demanded me.n.u. immediately stop all sales of the Infringing Products, me.n.u. refused.

40. Upon information and belief, Defendant uses Infringing Product Trade Dress to pass of their goods as Plaintiff's and otherwise to benefit from the recognition and goodwill of

Plaintiff's LOLO Trade Dress. Upon information and belief, Defendant's conduct is calculated to confuse and mislead consumers, create a false impression as to the source and sponsorship of the Infringing Products, to divert business from the Plaintiff, to pass off the Infringing Products as being authorized and endorsed by Plaintiff, or to otherwise falsely misrepresent the nature and quality of Defendant's products and misappropriate the goodwill associated with the LOLO Trade Dress.

41. The goodwill that Plaintiff has built up in the LOLO Trade Dress is put at risk by Defendant's appropriation and use of the LOLO Trade Dress in connection with their products. Defendant's continue use of a trade dress identical to that of LOLO on and in connection with a competing product is likely to continue to cause confusion in the marketplace, because purchasers and potential purchasers will assume that the goods sold by Defendant emanate from or are authorized by, licensed by, endorsed by, associated with, or otherwise connected with Plaintiff and/or Plaintiff's products. By virtue of Defendant's use of a nearly identical trade dress, potential purchasers will assume, incorrectly, that the infringing goods are Plaintiff's.

42. Defendant's use of a trade dress that so closely resembles Plaintiff's LOLO Trade Dress unfairly and unlawfully wrests from Plaintiff control over its reputation.

43. Plaintiff has suffered damages due to Defendant's infringement of the LOLO Products, including its copyrighted artwork and Trade Dress.

44. Plaintiff has suffered damages due to Defendant's fraudulent and deceptive practices including lost sales.

COUNT I
DIRECT COPYRIGHT INFRINGEMENT
PURSUANT TO 17 U.S.C. § 102(a)(5)

45. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 44 as if fully set forth herein.

46. Plaintiff is the owner of certain artwork used as designs for appliqués, which is original and copyrightable subject matter under the copyright laws of the United States, 17 U.S.C. § 101 et seq.

47. Plaintiff has obtained copyright registration with the U.S. Copyright Office for this original and copyrightable artwork that is used on its products. *See* Exh. C.

48. Without authorization from the Plaintiff, or right under law, Defendant has infringed the aforesaid copyright of Plaintiff by manufacturing and selling Infringing Products with designs containing substantial material copied from Plaintiff's Copyrighted Artwork, as evidenced by the infringing bags and luggage tag of Exhibit H, in violation of the Copyright Act, 17 U.S.C. § 106.

49. Defendant is directly liable for these acts of infringement under the Copyright Act. The Infringing Products were sold via Defendant's retail store locations. Defendant played an active role in reproducing Plaintiff's copyrighted work by providing the work to its manufacturing partner in order to be copied and reproduced for sale in Defendant's retail trade channels. Thus, Defendant is actively involved in creating the supply of infringing merchandise, making that merchandise broadly available to the public, and selling the infringing merchandise to the public. Defendant further exercises active control over the distribution process, regulating the availability of products in its trade channels and determining which products to sell via its trade channels. For these reasons, among others,

Defendant engages in active conduct in unlawfully distributing reproductions of Plaintiff's Copyrighted Artwork to the public.

50. The foregoing acts of infringement by Defendant have been willful, intentional and purposeful, in disregard of and indifference to Plaintiff's rights.

51. As a direct and proximate result of Defendant's infringement of Plaintiff's copyright, Plaintiff is entitled to damages.

52. Defendant should be permanently enjoined from selling and profiting from Plaintiff's copyrighted work.

COUNT II
FEDERAL TRADE DRESS INFRINGEMENT
PURSUANT TO 15 U.S.C. § 1125(a)

53. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 52 as if fully set forth herein.

54. For several years, Plaintiff has sold and offered for sale LOLO Products bearing its distinctive LOLO Trade Dress.

55. As a result of such sales, and associated advertising and promotional activities, the LOLO Trade Dress has become distinctive and has acquired secondary meaning indicating to consumers a single source for these items, thereby serving to distinguish said items from competitive items of third parties. Accordingly, Plaintiff's LOLO Products have acquired distinctive, non-functional, and protectable Trade Dress.

56. Defendant has appropriated Plaintiff's protectable LOLO Trade Dress

57. Defendant, in selling their Infringing Products (exemplified by the bags and luggage tags of Exhibit H), is likely to cause confusion, mistake or deception among consumers as to the source or origin or sponsorship of said items.

58. The confusion set forth in the preceding paragraph includes, but is not limited to, confusion engendered before sale of the Infringing Products (initial interest confusion) in which purchasers and potential purchasers will be drawn to the items in question because of their knowledge of the LOLO Products, and confusion engendered after sale of the items in question (post-sale confusion) in which purchasers and prospective purchasers will see the Infringing Products as used and mistakenly believe that these items are associate or sponsored by Plaintiff.

59. The foregoing acts of trade dress infringement by Defendant have been willful, intentional and purposeful, in disregard of and indifference to Plaintiff's rights.

60. As a direct and proximate result of Defendant's infringement of Plaintiff's Trade Dress, Plaintiff is entitled to damages.

61. Defendant should be permanently enjoined from infringing Plaintiff's Trade Dress.

COUNT III
FALSE DESIGNATION OF ORIGIN
PURSUANT TO 15 U.S.C. § 1125(a)

62. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 61 as if fully set forth herein.

63. The Infringing Products sold and offered for sale by Defendant are of the same nature and type as the LOLO Products sold and offered for sale by Plaintiff and, as such, are likely to cause confusion to the relevant purchasing public.

64. By misappropriating and using the LOLO Trade Dress, Defendant misrepresents and falsely describes to the general public the origin and source of the Infringing Products and creates a likelihood of confusion among purchasers as to both the source and sponsorship of such products.

65. Defendant's unlawful, unauthorized and unlicensed manufacture, distribution, offer for sale, and/or sale of the Infringing Products creates express and implied misrepresentations that the Infringing Products were created, authorized or approved by Plaintiffs, all to Defendant's profit and Plaintiffs' great damage and injury.

66. Defendant's aforesaid acts are in violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), in that Defendant's use of the LOLO Trade Dress, in connection with their goods and services, constitutes a false designation of origin and unfair competition.

67. The foregoing acts of unfair competition by Defendant have been willful, intentional and purposeful, in disregard of and indifference to Plaintiff's rights.

68. Plaintiff has been harmed by Defendant's false designation of origin of its products.

COUNT IV
NEW YORK TRADE DRESS INFRINGEMENT PURSUANT TO N.Y. GEN. BUS. LAW §360-k

69. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 68 as if fully set forth herein.

70. Defendant, in selling their Infringing Products (exemplified by the bags and luggage tags of Exhibit H), is likely to cause confusion, mistake or deception among consumers as to the source or origin or sponsorship of said items.

71. Defendant, without the consent of Plaintiff, is using or has used in commerce the Infringing Product Trade Dress, in connection with the sale, offering for sale, distribution and advertising of the Infringing Products, which, because of its confusing similarity to the LOLO Trade Dress, is likely to cause confusion or mistake among consumers, or to deceive consumers, as to the source of such goods, services, in violation of N.Y. Gen. Bus. Law § 360-k.

72. Defendant's unlawful conduct, including as described above, was in bad faith and in willful disregard of Plaintiff's rights, with intent to trade on and appropriate the reputation and goodwill that Plaintiff has built, and to divert customers and revenues from Plaintiff. Defendant committed the foregoing acts with the intent to cause confusion and mistake and to deceive.

73. Plaintiff has been harmed by Defendant's Trade Dress infringement.

COUNT V
NEW YORK DECEPTIVE AND UNFAIR TRADE PRACTICES PURSUANT TO N.Y. GEN. BUS. LAW §349

74. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 73 as if fully set forth herein.

75. Defendant intentionally engaged in a consumer-oriented act in copying the Trade Dress of Plaintiff's LOLO Products and marketing and selling the Infringing Products in its retail stores.

76. Defendant's sale and marketing of the Infringing Products was misleading in a material way in that the design of the products was copied from and virtually identical to the pre-existing LOLO Trade Dress. The virtually identical design was likely to and did cause confusion between the Plaintiff and Defendant's products and diluted the goodwill of the LOLO Trade Dress built by Plaintiff.

77. As a result of the intentional foregoing acts of Defendant, including its intentional marketing and sale of the Infringing Products, Defendant has engaged in deceptive and unfair trade practices in violation of N.Y. Gen. Bus. Law § 349.

COUNT VI
NEW YORK COMMON LAW UNFAIR COMPETITION

78. Plaintiff repeats and realleges each of the allegations contained in Paragraphs 1 through 78 as if fully set forth herein.

79. Defendant has misappropriated the labors and expenditures of Plaintiff through copying the LOLO Trade Dress and LOLO Copyrighted Artwork.

80. Defendant's unlawful conduct causes actual confusion between the LOLO Trade Dress and its Infringing Products and is likely to cause confusion between the two.

81. Upon information and belief, Defendant chose to use the infringing trade dress with constructive and/or actual knowledge of Plaintiff's prior use of and rights in the LOLO Trade Dress. By adopting and using a colorable imitation of the valuable and distinctive LOLO Trade Dress, Defendant has been unjustly enriched and Plaintiff has been damaged.

82. Defendant's unlawful conduct, including as described above, was in bad faith and in willful disregard of Plaintiff's rights, with intent to trade on and appropriate the reputation and goodwill that Plaintiff has built, and to divert customers and revenues from Plaintiff. Defendant committed the foregoing acts with the intent to cause confusion and mistake and to deceive.

83. As a result of the intentional foregoing acts of Defendant, including its intentional marketing and sale of the Infringing Products, Defendant has engaged in unfair competition under New York common law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

A. That pursuant to 17 U.S.C. § 502, 15 U.S.C. § 1116, N.Y. Gen. Bus. Law. § 360-k, N.Y. Gen. Bus. Law § 349 and the equity jurisdiction of this Court, Defendant and its officers, agents, employees, representatives, and all persons in privity therewith be preliminarily and permanently enjoined and restrained from:

i. manufacturing, distributing, shipping, advertising, promoting, selling or otherwise offering for sale any product in any trade dress that is confusingly similar to the LOLO Trade Dress;

ii. using any reproduction, copy, colorable imitation or substantially similar variation of Plaintiff's Copyrighted Artwork on or in connection with the importation, sale, offering for sale, distribution, exhibition, display, or advertising of its goods and services;

iii. engaging in any other activity constituting unfair competition with Plaintiff, or constituting an infringement of Plaintiff's Copyrighted Artwork or LOLO Trade Dress.

B. That pursuant to 17 U.S.C. § 503 and the equity jurisdiction of this Court, Defendant and its officers, agents, employees, representatives, and all persons in privity therewith be directed to turn over to this Court all records documenting the manufacture, sale, or receipt of things involved in violating Plaintiff's copyright and LOLO Trade Dress.

C. That pursuant to 17 U.S.C. § 503 and the equity jurisdiction of this Court, an order for the destruction or other reasonable disposition of all copies found to have been made or used in violation of Plaintiff's exclusive rights.

D. That pursuant to 17 U.S.C. § 504 and 15 U.S.C. § 1117, Defendant provide Plaintiff with an accounting of all Defendant's profits that are attributable to the infringement of Plaintiff's copyright as well as any violation under 15 U.S.C. § 1125(a), including all sales and gross revenue.

E. That pursuant to 15 U.S.C. § 1118 and the equity jurisdiction of this Court, an order for the destruction of all goods, labels, tags, signs, prints, packages, wrappers, receptacles, and advertisements in the possession of the defendant, incorporating , featuring or bearing the Plaintiff's copyrighted artwork or LOLO Trade Dress or any other simulation, reproduction, counterfeit, copy, or colorable imitation thereof.

F. That Defendant be directed to pay over to Plaintiff any and all damages, including punitive damages, which it has sustained by consequence of Defendant's Copyright Infringement, Trade Dress Infringement, False Designation of Origin, Unfair Competition; and Defendant's Unfair Competition or Deceptive Acts or Practices under New York state law.

G. That Defendant be directed to pay over to Plaintiff any and all pre-judgment and post-judgment interest on each award for damages.

H. That due to the willful nature of Defendant's actions the amount of actual damages be trebled pursuant to 15 U.S.C. § 1117.

I. That pursuant to 15 U.S.C. § 1117 and N.Y. Gen. Bus. Law§ 349, Defendant be directed to pay Plaintiff's costs and reasonable attorneys' fees for this action.

J. That, at the election of Plaintiff and as available, Defendant be directed to pay all statutory damages.

K. That this Court grant such other relief as it deems just and equitable.

JURY TRIAL DEMANDED

Plaintiff Putu requests a jury trial on all claims.

Respectfully Submitted,

By: [signature]

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Dated: December 13, 2013
Enc.: Exhibits A - H

EXHIBIT A

United States of America
United States Patent and Trademark Office

LOLO

Reg. No. 4,252,940

Registered Dec. 4, 2012

Int. Cls.: 9, 16 and 18

TRADEMARK

PRINCIPAL REGISTER

PUTU LLC (DELAWARE LIMITED LIABILITY COMPANY)
C/O NATIONAL REGISTERED AGENTS, INC.
160 GREENTREE DRIVE, SUITE 101
DOVER, DE 19904

FOR: CARRYING BAGS AND CASES, NAMELY, LAPTOP CASES, COMPUTER TABLET COVERS AND BAGS, EYE GLASS CASES, AND CELL PHONE CASES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-6-2012; IN COMMERCE 1-6-2012.

FOR: PENCIL CASES, PASSPORT CASES AND GROCERY BAGS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 1-6-2012; IN COMMERCE 1-6-2012.

FOR: ALL-PURPOSE CARRYING BAGS MADE OF MESH, CANVAS, VINYL, COATED CANVAS, NEOPRENE, NYLON AND STRAW, NAMELY, BEACH BAGS, SCHOOL BAGS, BOOK BAGS, WINE BOTTLE CARRIERS, BAGS AND POUCHES TO HOLD WET BATHING SUITS; COIN PURSES; COSMETIC CASES SOLD EMPTY; CREDIT CARD HOLDERS; TRAVEL BAGS, NAMELY, LUGGAGE; BUSINESS CARD HOLDERS IN THE NATURE OF CARD CASES; WRISTLET BAGS FOR HOLDING COINS AND IDENTIFICATION, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 1-6-2012; IN COMMERCE 1-6-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE WORDING "LOLO" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-528,029, FILED 1-29-2012.

RICHARD WHITE, EXAMINING ATTORNEY

David J. Kappos

Director of the United States Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*
What and When to File:

- ***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

- ***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* *See* 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

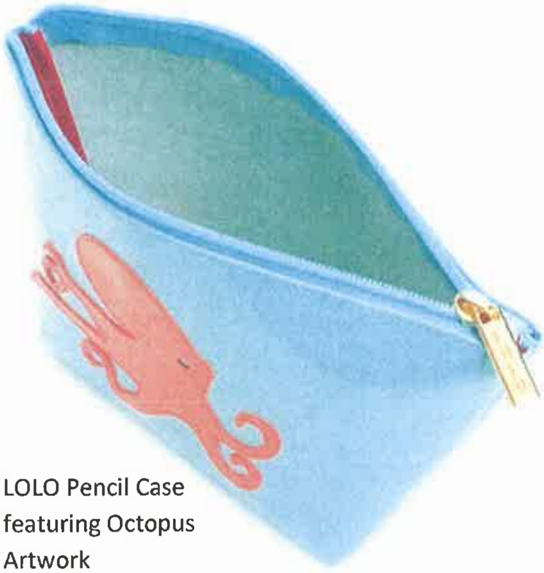
***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

EXHIBIT B

LOLO Pencil Case featuring OMG Artwork

LOLO Case featuring Skull Artwork



LOLO Pencil Case featuring Octopus Artwork

LOLO Case featuring Heart Artwork

LOLO Pencil Case featuring Alligator Artwork

LOLO Luggage Tag featuring LOVE Artwork

LOLO Clutch featuring Coral Artwork

EXHIBIT C

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Register of Copyrights, United States of America

Registration Number
VA 1-860-418

Effective date of registration:
March 4, 2013

Title

Title of Work: Alligator no eyes

Contents Titles: Alligator no eyes
Bird China
Cow skull
Fish China
Golfer China
Lobster 2 China
Mantaray
Maple Leaf
Martini China
Octopus China
Old Phone
Palm Tree
Paw China
Peace China
Pelican
Pineapple
Plane China
Pot Leaf
Pug
Puzzle
Question Mark
Rubber Ducky
Sailboat
Scorpion
Seahorse China

Shark China 2

Shark China

Skull China

Snowboard

Snowboot

Snowflake

Squirrel

Star China

Starfish stylized

Surf

Texas

Treefrog

Vespa 2

Whale China

WTF

YC Burgy

Bikini2

Bird on Branch-1

Boat wheel (1)

Boot

Buddha China

Cadillac

Car (1)

Cat 3

Chevron 2 lines

Clover China

Cocktail with umbrella2

Coral

Crab China

Crow 2

Crown

Currency

Dachshund China

Deer Antlers

Double Black Diamond

Eifel

Elephant

Elephant trunk upcurl

Exclamation point 2

Fluer de lis

Genie bottle with smoke

Golf ball and tee

Gummy bear

Gun China

Heart China

Heart with arrow

Hippo China

Horse China

Horseshoe copy

Ice cream

Ice skate

Key 2

Lab

Lightning bolt

Maltese Cross China

Mermaid

Monkey-REV

Moose

Mountain-1

New Scottie

NYC

Treefrog

BFF

LOL

OMG

Completion/Publication

Year of Completion: 2011

Date of 1st Publication: May 15, 2012 **Nation of 1st Publication:** United States

Author

- **Author:** Putu LLC

Author Created: 2-D artwork

Work made for hire: Yes

Citizen of: United States **Domiciled in:** United States

Copyright claimant

Copyright Claimant: Putu LLC

11 Forest Street, New Canaan, CT, 06840

Rights and Permissions

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Name: Matthew Clifton Wagner

Email: mwagner@dmoc.com **Telephone:** 203-358-0800

Address: One Atlantic Street
8th Floor
Stamford, CT 06901

Certification

Name: Matthew C. Wagner

Date: March 1, 2013

Correspondence: Yes

Registration #: VA0001860418

Service Request #: 1-896224881

Diserio Martin O'Connor & Castiglioni LLP
Matthew Clifton Wagner
One Atlantic Street
8th Floor
Stamford, CT 06901

EXHIBIT D

Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 1042 Lexington Ave New York NY 10021

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
08/21/12	728	1462NYIGF	Credit Card		09/01/12	9/15/12

Item	Description	Quantity	Unit Price	Amount
T11	Black Amy Vinyl Tote with White Skull	6	34.00	204.00T
E18	White Medium Avery Case with Red Skull	4	14.00	56.00T
E19	Black Medium Avery Case with White Skull	4	14.00	56.00T
E47	Blush Medium Avery with Red Heart	4	14.00	56.00T
E4	Light Blue Medium Avery Case with Yellow Lab	4	14.00	56.00T
E8	Green Medium Avery Case with Pink Heart	4	14.00	56.00T
E41	Orange Medium Avery Case with Pink Ice Skate	4	14.00	56.00T
E38	Navy Medium Avery Case with Red Eifel Tower	4	14.00	56.00T
E37	Red Medium Avery Case with Charcoal Question Mark	4	14.00	56.00T
V6	Red Small Gleason Case with White LOVE	2	8.00	16.00T
V8	Charcoal Small Gleason Case with Blush Skull and Crossbones.	2	8.00	16.00T
V9	Green Small Gleason Case with Pink BFF	2	8.00	16.00T
V2	Navy Small Gleason Case with Light Blue Clover Leaf	2	8.00	16.00T
V7	Yellow Small Gleason Case with Blue Dachshund	2	8.00	16.00T
R4	Red Reynolds Case with Pink BFF	4	12.00	48.00T
			Total	

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Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 1042 Lexington Ave New York NY 10021

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
08/21/12	728	1462NYIGF	Credit Card		09/01/12	9/15/12

Item	Description	Quantity	Unit Price	Amount
R7	Orange Reynolds Case with Pink LOVE	4	12.00	48.00T
R10	Blush Reynolds Case with Pink Eifel Tower	4	12.00	48.00T
R8	Charcoal Reynolds Case with Red Heart	4	12.00	48.00T
R6	White Reynolds Case with Red Horse Shoe	4	12.00	48.00T
R3	Red Reynolds Case with Charcoal Skull and Crossbones	4	12.00	48.00T
G14	Blue Long/Pencil Cosmetic Case with Yellow Car	2	11.00	22.00T
G12	Black Long/Pencil Cosmetic Case with White Shark	2	11.00	22.00T
G10	Red Long/Pencil Cosmetic Case with light blue Car	2	11.00	22.00T
HF22	Pink Kelly Case with Red Gummy Bear	2	12.00	24.00T
HF18	Blush Kelly Case with Black Skull and Crossbones	2	12.00	24.00T
N5	Blush Manning Clutch with Red Question Mark	2	18.00	36.00T
N1	Black Manning Clutch with White Skull	2	18.00	36.00T
LL11	Silver Luggage Tag with Red Snowboard	6	8.00	48.00T
LL16	Black Luggage Tag with White Skull	6	8.00	48.00T
LL3	Green Luggage Tag with Orange Horseshoe	6	8.00	48.00T
LL18	Blush Luggage Tag with Red Heart	6	8.00	48.00T
LL17	Pink Luggage Tag with Light Blue Plane	6	8.00	48.00T
			Total	

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Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 1042 Lexington Ave New York NY 10021

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
08/21/12	728	1462NYIGF	Credit Card		09/01/12	9/15/12

Item	Description	Quantity	Unit Price	Amount
U2	Navy Blake Cosmetic Case with Pink Heart	2	18.00	36.00T
U1	Black Blake Cosmetic Case with White Airplane	2	18.00	36.00T
shipping			23.95	23.95T
	No Tax		0.00	0.00
			Total	$1,541.95

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EXHIBIT E

Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 1042 Lexington Ave New York NY 10021

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
09/26/12	905		Credit Card		09/26/12	

Item	Description	Quantity	Unit Price	Amount
E41	Orange Medium Avery Case with Pink Ice Skate	2	14.00	28.00T
R3	Red Reynolds Case with Charcoal Skull and Crossbones	6	12.00	72.00T
R8	Charcoal Reynolds Case with Red Heart	4	12.00	48.00T
R12	Chocolate Reynolds Case with Light Blue Peace sign	6	12.00	72.00T
R4	Red Reynolds Case with Pink BFF	6	12.00	72.00T
R6	White Reynolds Case with Red Horse Shoe	6	12.00	72.00T
R7	Orange Reynolds Case with Pink LOVE	6	12.00	72.00T
R10	Blush Reynolds Case with Pink Eifel Tower	6	12.00	72.00T
R13	Blush Reynolds Case with Black Lab	6	12.00	72.00T
V3	Blue Small Gleason Case with Pink Crown	8	8.00	64.00T
V8	Charcoal Small Gleason Case with Blush Skull and Crossbones.	8	8.00	64.00T
V9	Green Small Gleason Case with Pink BFF	8	8.00	64.00T
V7	Yellow Small Gleason Case with Blue Dachshund	4	8.00	32.00T
V2	Navy Small Gleason Case with Light Blue Clover Leaf	4	8.00	32.00T
C8	Black Keychain Pouch with Pink OMG	6	12.00	72.00T
C11	Black Keychain Pouch with White Skull	6	12.00	72.00T
C2	White Keychain Pouch with Black Paw	6	12.00	72.00T
			Total	

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Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:	Ship To
Me.N.U 1042 Lexington Ave New York NY 10021	Me.N.U 1042 Lexington Ave New York NY 10021

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
09/26/12	905		Credit Card		09/26/12	

Item	Description	Quantity	Unit Price	Amount
C6	Light Blue Keychain Pouch with Pink Key	6	12.00	72.00T
C14	Navy Keychain Pouch with Yellow Lab	6	12.00	72.00T
shipping			11.75	11.75T
	No Tax		0.00	0.00
			Total	$1,207.75

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EXHIBIT F

Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 430 Wheatley Plaza Greenvale NY 11548

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
12/10/12	1191		Credit Card		12/10/12	

Item	Description	Quantity	Unit Price	Amount
R22	Yellow Reynolds Case with Pink Heart	5	12.00	60.00T
R17	Pink Reynolds Case with Green Skull	6	12.00	72.00T
R15	Green Reynolds Case with Orange Fleur de Lis	4	12.00	48.00T
R11	Black Reynolds Case with Silver Star	4	12.00	48.00T
R6	White Reynolds Case with Red Horse Shoe	2	12.00	24.00T
R7	Orange Reynolds Case with Pink LOVE	2	12.00	24.00T
B62	Pink Mini Avery with Green Palm Tree	6	10.00	60.00T
S2	Navy Suzie Case with Blush Elephant	6	11.00	66.00T
W15	Black Lindsay Wristlet with White Skull	4	13.00	52.00T
H6	Black Small Credit Card Case with White Skull	6	9.00	54.00T
L3	Black Mesh Medium Avery Case with White Skull	4	10.00	40.00T
BM5	Light Blue Mini Avery with Orange Seahorse	4	9.00	36.00T
BM3	Green Mini Avery Mesh Case with Pink Beach	4	9.00	36.00T
QM6	Green Mesh Georgia Case with Lt Blue Clover Leaf	4	9.00	36.00T
M13	White Flat Mesh with Watermelon Beach	2	10.00	20.00T
shipping			12.75	12.75T
	No Tax		0.00	0.00
			Total	$688.75

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EXHIBIT G

Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 430 Wheatley Plaza Greenvale NY 11548

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
03/20/13	2326		Credit Card		03/20/13	

Item	Description	Quantity	Unit Price	Amount
B88	Blush Mini Avery with Red Lightening Bolt	4	10.00	40.00
B86	Yellow Mini Avery with Pink Question Mark	4	10.00	40.00
B96	Light Blue Mini Avery with Watermelon BFF	4	10.00	40.00
B120	White Mini Avery with Pink Ice Cream	4	10.00	40.00
B122	Yellow Mini Avery with Pink Ice Cream	4	10.00	40.00
B76	Pink Mini Avery with Light Blue Peace Sign	4	10.00	40.00
B14	Green Mini Avery Case with Light Blue Peace Sign	4	10.00	40.00T
B98	Light Blue Mini Avery with Watermelon Horse Shoe	6	10.00	60.00
B102	Blue Mini Avery with Watermelon Exclamation Point	4	10.00	40.00
E96	White Medium Avery with Pink Skull	2	14.00	28.00T
E67	Pink Medium Avery with Green Skull	2	14.00	28.00T
E70	Pink Medium Avery with Yellow Lightening Bolt	2	14.00	28.00
E66	Pink Medium Avery Case with Green Beach	2	14.00	28.00T
M8	Green Flat Mesh Case with Pink Skull	2	11.00	22.00T
M5	Black Flat Mesh Case with White Skull	2	11.00	22.00T
L8	Green Mesh Medim Avery with Pink Skull	2	11.00	22.00T
			Total	

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Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 430 Wheatley Plaza Greenvale NY 11548

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
03/20/13	2326		Credit Card		03/20/13	

Item	Description	Quantity	Unit Price	Amount
L3	Black Mesh Medium Avery Case with White Skull	2	11.00	22.00T
G5	Light Blue Long Madison Case with Pink Star	2	11.00	22.00T
G1	Red Long/Pencil Cosmetic Case with White Heart	2	11.00	22.00T
R17	Pink Reynolds Case with Green Skull	4	12.00	48.00T
R22	Yellow Reynolds Case with Pink Heart	4	12.00	48.00T
R10	Blush Reynolds Case with Pink Eifel Tower	4	12.00	48.00T
R25	Green Reynolds Case with Pink Beach	2	12.00	24.00T
CC5	Light Blue Chelsea Case with Pink Seahorse.	4	14.00	56.00T
CC8	Yellow Chelsea Case with Pink Heart.	2	14.00	28.00T
BB9	Red Wallet with White Heart.	4	34.00	136.00T
BB12	Pink Wallet with Green Skull	4	34.00	136.00T
shipping			17.75	17.75T
	No Tax		0.00	0.00
			Total	$1,165.75

Invoice

Lolo
11 Forest Street
New Canaan, CT 06840
203.594.9700
203.594.9701

Bill To:
Me.N.U 1042 Lexington Ave New York NY 10021

Ship To
Me.N.U 430 Wheatley Plaza Greenvale NY 11548

Date	Invoice No.	P.O. Number	Terms	REP	Ship Date	Due Date
03/20/13	2700		Credit Card		03/20/13	

Item	Description	Quantity	Unit Price	Amount
E96	White Medium Avery with Pink Skull	2	14.00	28.00T
E67	Pink Medium Avery with Green Skull	2	14.00	28.00T
E70	Pink Medium Avery with Yellow Lightening Bolt	2	14.00	28.00
E66	Pink Medium Avery Case with Green Beach	2	14.00	28.00T
E82	Green Medium Avery with Pink Peace Sign	4	14.00	56.00
E15	Light Blue Medium Avery Case with Pink Seahorse	4	14.00	56.00T
E13	Pink Medium Avery Case with Green Anchor	4	14.00	56.00T
	No Tax		0.00	0.00
			Total	$280.00

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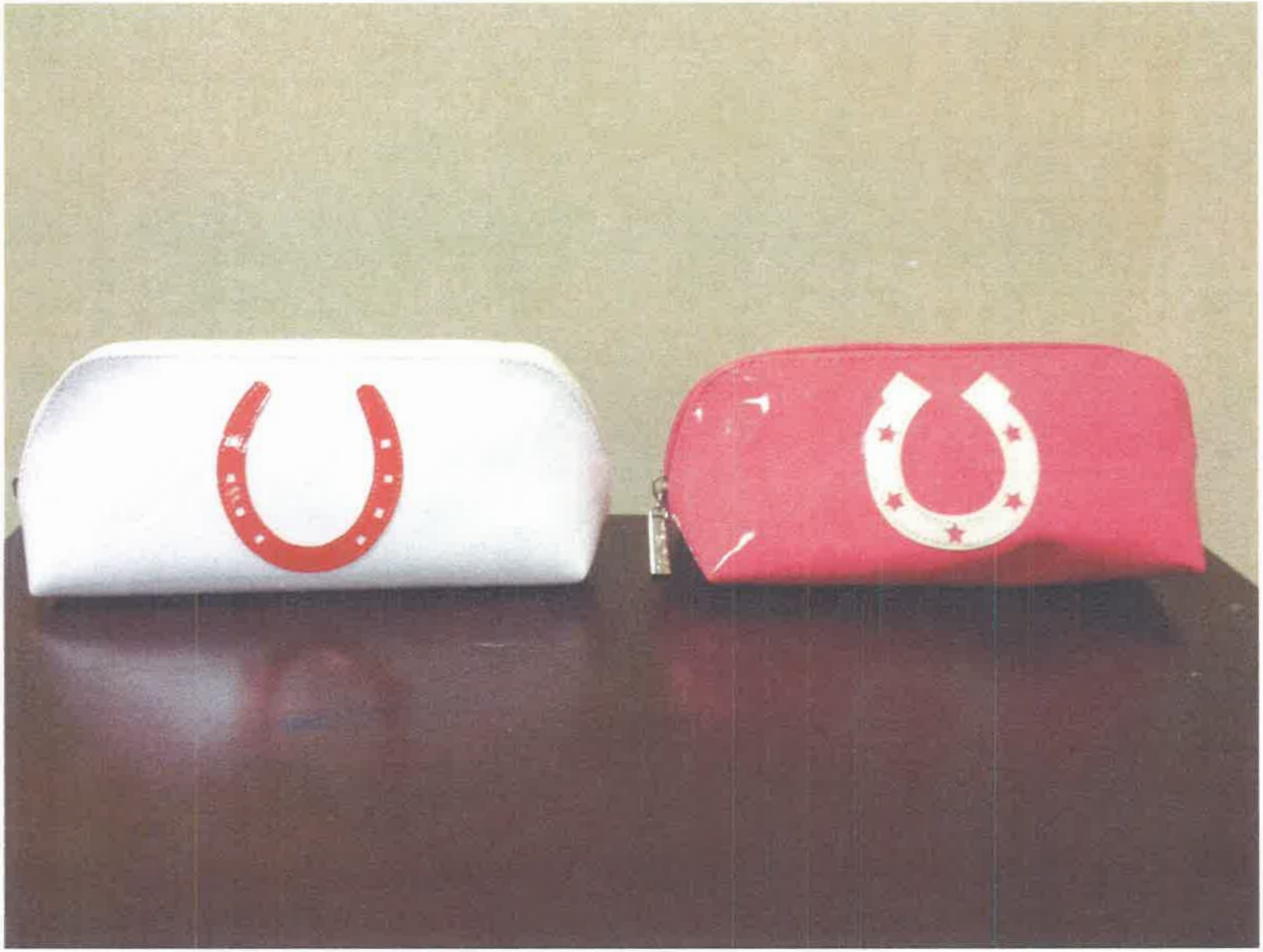
EXHIBIT H

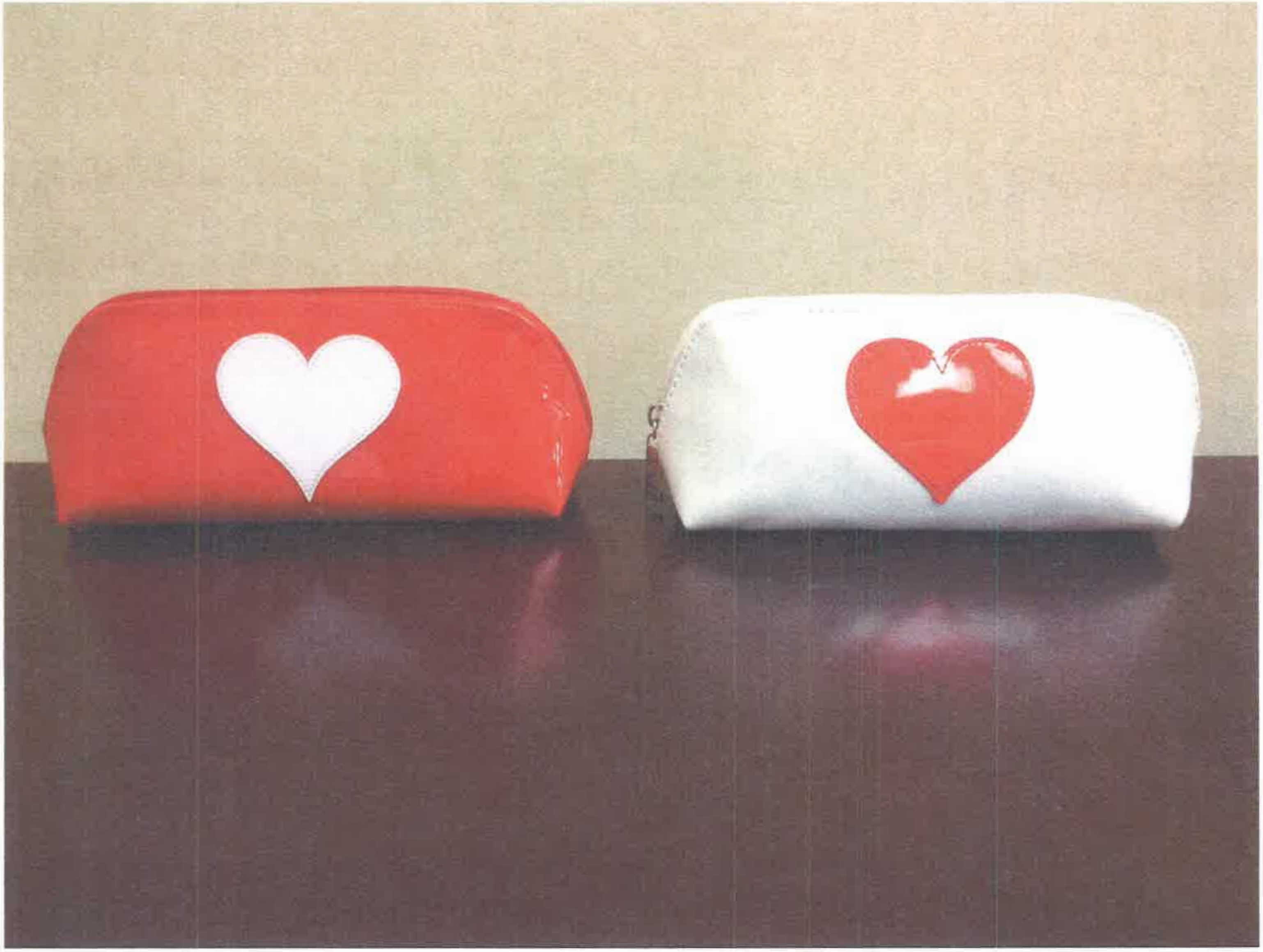
LOLO Brand Product (left) ME.N.U. Infringing Product (right)

LOLO Brand Product (left) ME.N.U. Infringing Product (right)

LOLO Brand Product (left) ME.N.U. Infringing Product (right)



LOLO Brand Product (left) ME.N.U. Infringing Product (right)



LOLO Brand Product (left) ME.N.U. Infringing Product (right)